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| Name of Offeror or Contractor: | | |

SECTION A - SUPPLEMENTAL INFORMATION

1. This Modification 11 to Delivery Order 0008 of Requirements Contract DAAE07-00-D-M051 is a bilateral agreement.
2. Pursuant to clause I.74 of the Requirements Contract entitled, "Changes-Cost Reimbursement", (Alternate II, Apr 1984) FAR 52-243-2, August 1987, the Government authorizes the Contractor to conduct Fielding and NET activities at Ft. Lewis, with range training at Yakima (YTC) for the Second Brigade (estimated 300 vehicles) of Interim Armored Vehicles. This entails conducting OPNET and FLMNET in accordance with Government provided training schedules. Hand off to units will take place at Ft. Lewis. Four (4) soldiers per vehicle/ per variant to be trained for Crew/operator and for maintenance. Contractor is responsible to train all GFE items, as listed in latest revision, attachment 5 to the contract. Contractor is responsible for training the following ASIOE: M707 Stryker, ANTAS-8LRAS3, FTT, MITAS, DVE, GPFU, MWRH, M13DAP, VIS Grenade Launcher, Digital Handheld Palm Pilot, Miles XXI (if fielded). Units will be responsible for transport of vehicles, weapons, comsec and sensitive equipment. Contractor is responsible for training all Phase II individualand crew operator and maintenance tasks. Contractor will conduct range training/qualification through Table VI for the M2 .50 cal machine gun and Table VII for the MK-19 Automatic Grenade Launcher. Training will include an alternate gunner per vehicle on familiarization fire. Range operations (safety, range control, police call) are unit responsibilities. Each Battalion will receive NET for Operator and Field Level maintenance. Contractor will develop a deprocessing checklist. Deprocessing will be in accordance with the fielding schedule. Contractor will be provided adequate facilities in which to conduct Fielding and NET activities.
3. CLIN 4000AE is hereby added for \$1,752,369.00 and made part of the contract.
4. The following clauses apply to this Modification 11 under Delivery Order 0008.
 - a. FAR 52.216-24 Limitation of Government Liability
 - b. FAR 52.216-26 Payments of Allowable Costs Before Definitization
 - c. FAR 252.217-7027 Contract Definitization
5. The period of performance is from date of contract award to 30 June 2004.
6. The contractor agrees to accomplish this effort at the Not-To-Exceed Ceiling Price of \$7,009,477.00.
7. The limitation of government liability amount is \$1,752,369.00.
8. The total dollars funded for this action are \$1,752,369.00.
9. As a result of this modification, the total contract value is increased by \$1,752,369.00.
10. Except as specifically stated above, all other terms and conditions of Delivery Order 0008 remain unchanged and in full force and effect.

*** END OF NARRATIVE A 014 ***

Name of Offeror or Contractor:

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|-----------------|
| | SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS | | | | |
| 4000 | SECURITY CLASS: Unclassified | | | | |
| 4000AE | SERVICES LINE ITEM | | LO | | \$ 1,752,369.00 |
| | CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: MATERIEL FIELDING 2ND BDE PRON: X12GX199X1 PRON AMD: 02 ACRN: AF AMS CD: 31107180008 | | | | |
| | CLIN added by Modification 11 | | | | |
| | NTE Ceiling Price - \$7,009,477 | | | | |
| | Limitation of Government Liability - \$1,752,369 | | | | |
| | (End of narrative B001) | | | | |
| | Inspection and Acceptance INSPECTION: Destination ACCEPTANCE: Destination | | | | |
| | Deliveries or Performance DLVR SCH REL CD QUANTITY DATE 001 0 30-JUN-2004 | | | | |
| | \$ 1,752,369.00 | | | | |

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ | OBLG STAT/ | INCREASE/DECREASE | | CUMULATIVE |
|-------------|---------------|-------------------------------|---------------------|-----------------|-----------------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> <u>JOB ORD NO</u> | <u>PRIOR AMOUNT</u> | <u>AMOUNT</u> | <u>AMOUNT</u> |
| 4000AE | X12GX199X1 | AF 1 | \$ 0.00 | \$ 1,752,369.00 | \$ 1,752,369.00 |
| | 31107180008 | 2GXP02 | | | |
| | | | NET CHANGE | \$ 1,752,369.00 | |

| SERVICE | NET CHANGE | ACCOUNTING | | INCREASE/DECREASE |
|-------------|----------------|---------------------------------------|----------------|-------------------|
| <u>NAME</u> | <u>BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | <u>STATION</u> | <u>AMOUNT</u> |
| Army | AF | 21 22033000025R5R07P31107131E9 S20113 | W56HZV | \$ 1,752,369.00 |
| NET CHANGE | | | | \$ 1,752,369.00 |

| PRIOR AMOUNT | | INCREASE/DECREASE | CUMULATIVE |
|-----------------------|------------------|-------------------|------------------|
| <u>OF AWARD</u> | | <u>AMOUNT</u> | <u>OBLIG AMT</u> |
| NET CHANGE FOR AWARD: | \$ 14,521,551.00 | \$ 1,752,369.00 | \$ 16,273,920.00 |

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

| <u>Status</u> | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|--|------------------------|---|-------------|
| I-1 | 52.216-26 | PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION | DEC/2002 |
| I-2 CHANGED | 52.216-24 | LIMITATION OF GOVERNMENT LIABILITY | APR/1984 |
| (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$1,752,369 dollars. | | | |
| (b) The maximum amount for which the Government shall be liable if this contract is terminated is \$1,752,369 dollars. (End of clause) | | | |

| | | | |
|--|--------------|-------------------------|----------|
| I-3 CHANGED | 252.217-7027 | CONTRACT DEFINITIZATION | OCT/1998 |
| (a) A CPFF is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a CPFF proposal and cost or pricing data supporting its proposal. | | | |

| | | | |
|---|--------------------------------------|---------------|--|
| (b) The schedule for definitizing this contract action is as follows: | | | |
| | Target Date for Definitization: | 30 July 2003 | |
| | Submission of Proposal: | 11 April 2003 | |
| | Beginning of Negotiations: | 12 April 2003 | |
| | Submission of Make-or-Buy: | N/A | |
| | Submission of Subcontracting Plan: | N/A | |
| | Submission of Cost and Pricing Data: | 1 July 2003 | |

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-
- (i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated Cost Plus Fixed Fee in no event to exceed \$7,009,477.

[End of Clause]